

# WORDS & VISION

UCFV Faculty & Staff Association Newsletter

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## From the Editor

### Apocalypse Noun — or , Let Loose the Dogs of Diction

Here we go again at www, our wonderful world of work, ucfv.bc.ca.

But alas, gentle colleague, a bumper summer is casting dark portents over Fall 98. First, *The Larry Sanders Show* ended. And why? Because, it seems, art just became too unbearably life-like. Soon after, Ginger tumbled off the spice rack, citing irreconcilable artistic differences (who could've guessed?). With the help of friends

and some intensive therapy, I managed to pull myself together. Then, just when I thought it safe to hobble back into the classroom, the *New Oxford Dictionary of English* (NODE) was announced — heralding the end of Academia as we know it.

Dictionaries are supposed to be conservative, right? *Especially* the Oxford. So imagine my horror to discover that this saucy new volume offers, according to the blurb, a “dramatically fresh and different approach ... and the most modern meaning of each word, as used by the majority of people, is placed first.”



Suddenly it's perfectly correct to boldly split infinitives; to insistently employ words like 'data' and 'media' as singulars (as in “The media is revolting — it really stinks on ice.”); and to freely use 'they' for 'he' or 'she' (as in “An FSAer knows they should always peruse *Words & Vision*.”). NODE also promises guidelines on politically correct usage, and some two

thousand new vulgarisms, e.g., ‘downshift’, ‘dumbing down’, and other similar items that will give your spell-checker hiccoughs.

Now, I suppose I can *see* the argument for infinitive splitting, which has always seemed a stylistic choice on the part of deeply troubled types who retain grudges against long-ago Latin teachers. On the other hand, the mere fact that infinitives *can* be split in English (unlike the Romance languages, where there's no separate ‘to’) is hardly a reason to endorse the practice. Still, if only the madness had stopped there.

But no, it goes on, and on: Consider the bizarre encouragement to use certain plural nouns as singulars because — well, why, exactly? Because it's too darn tough to remember the difference? Because it simply doesn't matter? But if it doesn't matter with ‘data’, why should it matter with ‘men’,

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'mice', or 'microcomputers'. *Isn't* they all plurals? Anyway, if you want a singular form that means 'data,' why not use 'information'? Just asking.

Not that I'm 'anal retentive' about language (i.e., I don't fret about whether such terms should take the hyphen.) Why, I even sympathize with the impulse behind styling 'they' as a genderless singular pronoun — sympathize, that is, while knowing deep in my heart that it's absolutely wrong. This is a long-vexing grammatical problem, after all: using 'he' to stand for both sexes, although technically correct, can give a weirdly gender dysphoric reading to some passages (e.g., "An FSA President must know *his* duty when *he* sees it."), while using 'his/her', 'he or she', 'he/she', 's/he', etc., can be both tedious and inelegant.

Yet dumping a venerable usage to promote an erroneous one, however frequent the error may be, is mob rule at best, Humpty Dumpty logic at worst. Should all such apparent 'difficulties' be similarly resolved, by referendum as it were? Words like 'it's/its', 'effect'/'affect', etc., could simply be merged, since they're so often undistinguished in common usage. 'Priorize' would be accorded equal time with 'prioritize'; employees would soon be just as glad to be 'renumerated' as they are to be 'remunerated'; while keen journalists could both 'hone in' and 'home in' on salient details. A brave new semantic world, for sure.

Of course English has its awkwardnesses, its nuances and ambiguities; that is, in part, what gives this portmanteau language its quirky charm, particularly for ESL types like me. And English *is* the second language of so many nowadays — its near-universal sway

may well owe something to hybrid antecedents, historical precedents, and odd usages. The way I see it, the simplifications that NODE advocates are simply 'copouts', to use a term that is, no doubt, well documented within its "dramatically fresh" pages.

Back on the pronoun front, where one regrets that 'one' never quite caught on here; one is, after all, un-gendered. Is this usage just a touch too Wodehouseian for our North American ears? My own modest proposal, once elected Hesiarch of Language, would be an ukase decreeing that, in these delicate pronoun negotiations, we only use 'she' for the next decade; and then check for significant morphological changes in society at large, and, more particularly, in the pia mater of each gender.

But never mind my dreams of global domination. The immediate problem posed by NODE is that we in Education are, well, a wee bit dependent on standards when it comes to something as crucial as language use. To me, the OED was always the final authority in this realm; this month, in a back-to-school bombshell, it abdicates that role and loses all conviction. NODE, it seems, will champion an anarchic 'anything goes' attitude, pugnaciously opposed to the way dictionaries have traditionally directed we speak, write, pronounce — against, therefore, the rules and regs we at UCFV have so long sought to uphold.

In effect, the Oxford editors have unleashed the dogs of diction, and our credibility may be the first casualty. Now that their untruth is out there, we may as well toss in such long-cherished institutional measuring instruments as the CPT

(Composition Placement Test), and forget all about language thresholds — unless someone, somewhere, develops a cunning device to contain the heresy.

A Conspiracy of Silence, perhaps? Simple, elegant, and impenetrable. The edict: No one mentions NODE in a classroom, ever. This sacred vow could even be written into the Collective Agreement. Another possibility is ever-popular Feigned Indifference, followed by a quick, quiet switch of allegiance to the *Gage Canadian Dictionary*.

Whoaaaa! All at once, I seem to see — in a blinding lexiconic vision — how my own job might be dramatically enhanced by this cheeky newcomer with the come-hither style. I mean, looking back over this very editorial, I notice my own diction becoming increasingly devil-may-care, with more frills, fragments and flourishes than ever; no, *not* sloppy, that's not what I meant, more *free*, as if my own issues with authority have finally been reconciled. It must be that I have mystically passed through a NODE of cruciality, emerged into an universe of limitless choice.

And, more prosaically, when I think of what this non-standard dictionary portends vis conservation of marking energy alone, not to mention psychic wear n' tear spared in no longer having to explain/argue red ink on papers, I'm dizzy with delight. No more CPT policing either. All I'll need to start the term right is three new rubber stamps: "Don't sweat the pronouns." "If it feels right, write it.", and a multi-purpose "Cool."

NODE will be in stores end of September: 019861263X, hardcover

\$69.95, 8½x11", 2176 pages.  
Personally, I can't wait to check out  
all those groovy new vulgarisms ...

### Read On!

We're looking forward to lots of lively reading ahead — for starters, see the articles and reports below to get a sense of the FSA's concerns and directions for this coming year. And if *you* have thoughts on nouns or pronouns, literary musings, PD highlights, summer vacation tales, or ideas in general about how we can all better work together, do get in touch.

By the way, did you know we put out seven hundred plus copies of this newsletter each printing?

-Richard Dubanski



## President's Report

Welcome back to a fresh academic year. If you are new to UCFV, I would like to extend our warmest wishes to you from your colleagues within the Faculty and Staff Association. My sincere hope is that the 1998/99 year will be a positive and rewarding one for each of us; with a new President at the helm of UCFV, and contract negotiations underway at two tables (provincial and local), it certainly promises to be an interesting one.

### The Bassford Era

Dr. H.A. (Skip) Bassford moved into the UCFV President's office at the beginning of July, and found himself to be the lone member of the Management team for most of the vacation period. I had an informal, getting-to-know-you meeting with him in his first week, but it was right down to business shortly afterward as the FSA brought both a Step 2 grievance and a policy grievance to him. (See the reports of our Grievance Chairs for details.)

Skip attended the first meeting of the FSA Executive on August 26<sup>th</sup>, and spent an hour in an informal exchange with officers. Later that same day, he attended his first UCFV Board meeting, during which he presented his proposal for UCFV to embark upon a strategic planning process. Although the Board deferred making a formal endorsement until a later meeting, given that our existing strategic plan expires in 1999, and given that a new president usually wishes to make changes based upon agreed-on goals and shared understandings, my bet is that a great deal of our time and energy will be devoted to this planning process over the coming year.

While it's still early days, my first impressions lead me to be optimistic that Skip is committed to addressing issues brought to him by the FSA in a spirit of cooperation and fairness, and with attention to due process. Stay tuned for updates in *Words & Vision*.

### Contract Negotiations Enter Critical Period

You should have received a lengthy memo dated June 19<sup>th</sup>, and

another dated September 3<sup>rd</sup>; these provide detail on the current status of our contract talks at both local and provincial tables. Therefore, my report here will be brief.

The provincial contract talks proceeded very slowly throughout the spring as the employer group persisted in maintaining that they were unable to negotiate anything that would cost more than the provincial government's mandated 0, 0, and 2%. Talks have been on hiatus since the end of April, but are scheduled to begin again the week of September 14<sup>th</sup>. The Provincial Bargaining Council of CIEA and BCGEU unions (which includes representation from the FSA) has agreed that unless significant progress is made quickly once talks begin, the Council will be calling a strike vote for sometime in late September.

Locally, contract talks have begun once again on the issues that remain on the table. My understanding is that these negotiations are progressing smoothly.

You will be kept informed of the progress of negotiations and the arrangements for a strike vote, should this become necessary, through bulletins and notices placed in your mailbox.

As you may recall, we received no nominations for the Contract Chair position this year. With outgoing Chair Moira Gutteridge moving into the Agreements Committee Chair position, this leaves a vacancy on the Executive of a critical position, especially as we are in the middle of negotiations. (Hmm...maybe *that's* why no one volunteered for the job!) At the June meeting of the FSA Executive, we agreed to take the tasks of the

Contract Chair position and divide them up between a number of Executive Officers who are already familiar with them. The Executive felt that it was critical to have continuity at this time, and that it would be unfair and unrealistic to expect a novice to walk into the Contract Chair job this fall. Please see the report following this one for a complete description of the arrangements that have been made, but briefly, Bev Lowen will be coordinating the local bargaining effective September 15<sup>th</sup>, while Martin Silverstein will be representing the FSA at the provincial table, with me as backup.

### Former FSA President Retires

This year's retirement luncheon, held August 25<sup>th</sup>, honoured seven UCFV employees, all of whom were FSA members. Barbara Bate, Bev Brown, Betty Harris, Betty Neetz, Jacqueline Phare, Barbara Pinkiewicz, and Meryl Walterhouse join a growing cohort of UCFV retirees, and the FSA wishes them all the best in the years to come.

I want to make special mention of Betty Harris, who retired from the position of Director of Libraries. Betty was the very first President of the Faculty and Staff Association, first elected in 1976. In the years that followed, Betty filled a number of offices on the FSA Executive, covering a more or less continuous period until 1991. Even once Betty stepped down from the Executive, she continued to be an active member of the Association, attending general meetings and contributing to the newsletter. (Betty's eye as an editor/proof-reader meant that any time an article or piece in our newsletter contained a grammatical error, the offending writer was informed of his or her transgression.)

Betty, thank you for your years of service to the Faculty and Staff Association. The FSA is stronger for your vision, your leadership, and your support.

### Our Changing Association

As I was looking through old records to trace Betty's history with the FSA, I found myself reading through the minutes of one of the first general meetings of our Association, from October 1976. A significant number of our present day members were at that meeting, but I was not, and it made for an interesting look into the history of this organization. Among other things that were discussed at that meeting was who the FSA could and would represent. It seems that there were some external factors that meant that only those employees with half-time or greater status, with contracts of a year or longer in duration, were eligible for representation. Anyone working less than 50%, or anyone on a temporary contract for less than a year, would not be a member and would therefore not be entitled to the protections contained within the yet-to-be-negotiated collective agreement.

Over the years, our membership has expanded to include some categories of employees that had previously been excluded. Perhaps the single biggest step in this direction occurred during the collective bargaining of 1988, when the FSA negotiated successfully to have most of our temporary and part-time colleagues brought in to the union and protected under the collective agreement. This has not been a simple or easy process, and if you look at the Agreement, you will see that a number of categories were created both to reflect the

diversity within the institution and to set up a hierarchy of entitlements: auxiliary, sessional, regular part-time <50%, regular part-time >50%, etc. Regardless of the label within the Collective Agreement, all of these individuals can be considered non-regulars.

As I reflect on the work that the FSA has done over the past year while I've been president, I see that many of the issues that we've grappled with have had something to do with determining the rights of our non-regular members. We have grieved the lack of timely conversions from temporary to permanent positions on behalf of our non-regular faculty and staff who wanted the chance at a permanent job. The FSA's stance on overloads, highly contentious last year, was perceived largely, though not exclusively, as a reaction to the underemployment of our non-regular faculty. Current attempts to put together an allocation of work formula for teaching sections is an effort to clarify how work should be assigned between the various categories of faculty within departments. And at the provincial negotiating table, regularization is a key issue for the union side.

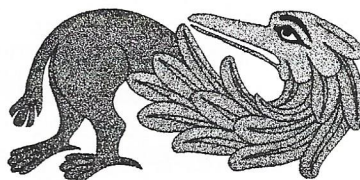
I stand to be corrected, but my suspicion is that back in 1976 there were relatively few people employed at UCFV who fit into that category of part-time, temporary employees who would be excluded from membership in the FSA. Today, we have a fluctuating membership of between 200 and 300 people who fit into those categories. The FSA needs to protect the rights of UCFV's non-regular employees because they are our members and therefore deserve to have their rights clarified and protected. But there is another reason why we must fight to

expand and protect their rights, and that is the growing trend in both the United States and Canada towards the use of part-time, sessional, temporary workers, which includes instructors and professors in post-secondary teaching. As long as there are financial incentives for universities and colleges to hire sessional instructors instead of investing in full-time, secure positions, this situation is likely to get worse, and as a result those good, permanent, dental plan-type positions will be increasingly at risk.

As important as it is for the FSA to improve and protect the rights of non-regulars, it's also essential that the FSA remembers its beginnings and its more fortunate members who hold permanent B or A contracts. Our Association, the only one in the province that has as members all Faculty and Support Staff, has a huge challenge in representing the interests of such a diverse group. The only way that we can be successful in doing so is to have a membership that is active and vocal, and so I am asking you to become involved this year. You can do this in any number of ways: by reading *Words & Vision* and responding to the issues that are presented; by attending general meetings and information sessions; by making yourself aware of the issues and voting on the questions we bring to you; by becoming one of our Shop Stewards; by speaking to Executive Officers in the hallways and letting us know what you think.

The Faculty and Staff Association is your association, and its continued health and effectiveness is dependent on you.

-Kim Isaac



## Contract Chair Position

As of the closing date for nominations for the 1998/99 FSA Executive, no nominations were received for the position of Contract Chair. According to our constitution, this means that the Executive is entitled to appoint someone to the position. However, given that we are in the middle of both local and provincial contract negotiations, this is a less-than-ideal time to appoint someone who is both new to the position of Contract Chair, and new to the FSA Executive.

Therefore, at its June 16<sup>th</sup> meeting, the Executive approved the following arrangement:

### Local Negotiations

Moira Gutteridge will continue in her role of chief negotiator for our local contract talks until September 15<sup>th</sup>. At that time, Bev Lowen will take over responsibility for the local negotiations. Bev's duties as Grievance Chair will be covered in part by releasing one of the Shop Stewards to assist her.

For the sake of continuity, Moira will remain on the local negotiations committee, and has agreed to work with Bev to ensure that the Collective Agreement is revised in a timely and accurate way.

*(Ed.'s Note: Everyone who contacted Moira about the Seniority re-calculation, for not recognized work prior to 1989, should submit requests and information directly to Employee Relations; we have agreement on this in local negotiations.)*

### Provincial Negotiations

The FSA's official representatives at the provincial table have been Kim Isaac and Bev Lowen, who between them managed to be present for most of the Monday-to-Friday sessions that occurred between February and April. However, this arrangement was less than ideal, because the positions of President and Grievance Chair require the presence of those office-holders on campus. Also, Kim and Bev fulfilled this obligation with no additional release over what they had been given before the negotiations, and the workload was burdensome.

The FSA is committed to having an ongoing presence at the provincial contract talks, which are likely to resume in September. While the ideal arrangement would be to have an FSA representative at the provincial table every day that contract talks take place, the expense of giving an FSA member a full semester release to be available for Monday-to-Friday talks that may only go on for a few weeks at the beginning of the fall is not reasonable.

Therefore, effective September 1<sup>st</sup>, First Faculty V.P. Martin Silverstein will take over as the FSA's representative to the Provincial Negotiating Committee, and he will be given one course release to facilitate his attendance part-time at the provincial talks. Martin will also

be responsible for staying in touch with the contract talks when he is unable to be present, by monitoring the regular e-mail reports and by participating in teleconferences. Kim Isaac will serve as Martin's alternate.

### Future of the Contract Chair

The nature of the job of the Contract Chair has changed radically in the past three years as system-wide bargaining has become a reality. At the conclusion of this round of negotiations, the FSA Executive will undertake an assessment of the process and outcome, and make recommendations regarding the way negotiations should happen in the future. As part of this evaluation and assessment, the Executive will put forward a recommendation regarding the position of Contract Chair and the structure of future negotiating committees.

-Kim Isaac

## Faculty Grievance Chair Report

### Happy New Year!

As the end of summer approaches, it may be rare to find colleagues in genuine celebration of coming back to work. But there is meant to be a sense of fresh start and energy in the autumn air, and personally I am eager to embrace this spirit of renewal.

The coming year will be busy and difficult, no doubt. But more than this, I think it will also be very different from last year. My thoughts here may simply amount to a standard wish uttered by union Executives just finished their first year. Our 'learning

curve' is steep and threefold: we have to learn the way that the Collective Agreement(CA) sets out procedures, discover the way things have, in fact, been done in the recent past, and then reconcile all this with the way we expected things to be. So, after a year-long flurry of crises and controversies, as a sophomore I hope to enter the 1998-99 year with a bit more wisdom about the collective agreement, the procedures we use to uphold it, as well as my own attempts to participate in this process. From this comes a type of New Year's resolution pertaining to communication, transparency, and documentation.

### Better Communication

In the past year we have made good use of this newsletter. Still, more can be done to document grievance matters, and to engage members' discussion about them. In the past we have been so protective of confidentiality that we haven't done enough to highlight the general nature of our disputes with Management and the difficulty we have faced in getting consistent, timely responses to our concerns. I think we can do better here without sacrificing members' need for confidentiality, by describing the spirit of recent cases, edited for identifying details, particularly after the heat and confusion of the dispute has passed.

Toward this end, three types of case reports will appear in my writing this year. For current cases where confidentiality is most important, reports will simply note the nature of the dispute, the article of the CA involved, and the issue in question. Then, as cases become resolved, a second type of report will address the relevant issues or questions by describing the result,

and commenting on the effect of the result as it sets precedents, applies to broad areas of UCFV, etc. The third type of report will be more reader-interactive, describing recent cases that pose questions and dilemmas and soliciting feedback. (The new **Ex-Files** column is an example of this — Richard is responsible for the title, of course.) We hope these reports will get you thinking and talking to us.

But in introducing this third type of report, the issue of eliciting responses highlights another important aspect of our communication problems of last year which, in turn, reinforces the need for these reports. In the relative calm of the summer, I have received some very constructive criticism about communications. At the risk of over-simplifying it, I will say that communication last year especially suffered when statements of major FSA decisions were mixed with our solicitation of members' input regarding related issues. The overload discussions come to mind here. To a great extent, solicited discussions were thwarted by members' reaction to a decision we presented with little context or background. Predictably, in the course of ensuing debate, positions were poorly articulated and misperceived, and the resulting conflicts fed the mis-communication. I regretted this state of confusion; but this is now a bit moot. What can be done to prevent it?

### Greater Transparency

In part, the answer is for Grievance Chairs to show you what the complications are in some actual cases, and to let you see where our thinking is coming from. We need to bring the issues to life without compromising our members' needs

for confidentiality. This, then, is the third type of reporting we need to do. Our reluctance to do such reporting has left our membership in the dark (or worse, dependent on rumours) and creates the impression that FSA Executives are dealing with Management according to unknown rules. The irony here is that this has also become our biggest complaint with Management about grievances — that their responses are not based on consistent policy or rationales! So what is the best mix of confidentiality and transparent process? The reports in this issue illustrate our New Year's attempt to strike that balance. Please consider this strategy open for discussion; feedback will shape our practice in this regard.

This third category of reports, **The Ex-Files**, will document particularly troublesome cases from the past, cases which have been settled, but which present ongoing or wide-reaching concerns to the Grievance Chairs. The purpose here is to solicit your questions regarding *how* the union should react to such cases in the future. While this is intended to have you 'walk a mile in our shoes,' it isn't meant to showcase our work. There is often an element of 'damned if you do, damned if you don't' in these dilemmas which sometimes makes our chosen actions difficult to celebrate. Still, there are several educational purposes that this column might usefully serve, or so we hope. Let us know what *you* think.

### Clear Documentation

Our plans for documentation may partake more of revolution than resolution — and the time line for this project will probably reflect its enormity. The goal here is to provide our membership with an ongoing record of the state of their Collective Agreement, along with the revisions

and interpretations provided by past practice and grievance outcomes. There are formidable obstacles here. One is the (lack of) prominence that our CA has in our thinking. In fact, many of us don't have copies. Kim Isaac will soon send out a general letter of inquiry to discover how great the need is, but we already have several reports from employees that they were never given a copy of our CA by Employee Relations. Employee Relations has repeatedly told us that they have no more copies to give out, but that some will soon be printed. In fact, the most recent version expired in March 1997. (The 97-98 contract was never printed and it has already expired.) Although our new contract may be settled this fall, we are determined that everyone receive a copy of the old one a.s.a.p., since the delay in formatting and printing would leave members who don't already have one empty-handed for most of this upcoming year as well.

Beyond this, we have some bad habits to overcome. UCFV policies are not well documented; Management's final response to grievances are often not written and are rarely distributed, even among members of Management. This will change, I am confident. Our new President has set a new standard with the first grievance he handled, and has declared a commitment to work with the FSA to create a legacy of clearly documented procedures and grievance decisions. For our part, after spending a year complaining about this neglect, Bev Lowen and I will be loath to neglect this project. But it is an enormous task to track the evolution of the CA through past practice, especially when there is catch-up to do. So bear with us, and help out when possible.

### How to Help

Like any New Year's resolution, the inspiration for hope lies in the belief that these things actually can be done. Let's entertain some ways that you might contribute toward these goals.

1. **Care about our Collective Agreement by identifying its weaknesses.** If there is a practice or stated policy at UCFV that you wonder about, ask us to explain. We may not be able to. Documents may not exist. But having the questions come forth will help us lobby for better clarity. In many cases the rules and procedures exist in outdated form and need to be updated. Let us know what should be a priority. Your inquiries will become a record for us to use in pursuing these questions.
2. **Participate in discussions about roles and procedures.** Even if you aren't certain about the issue, question policies until you can see evidence of a fair, widely known procedure. Don't be surprised to find that administrators are making up policies that have not been clarified or even written out. Ask whether the person performing a duty or declaring a rule really has the responsibility for that task. This needn't provoke conflict. In many cases Department Heads and other supervisors are asked to assume duties they don't want and shouldn't have. Make use of your Shop Stewards. Your specific concern about roles and procedures can be easily transformed into a generic issue at Shop Stewards' meetings.
3. **Finally, make a resolution of your own: if you have a question or confusion about the CA, resolve to present it to the FSA, or write a proposal for change.** Don't let it

be forgotten! Our CA policies have been out-dated and out-paced by the rate of change at UCFV in recent years, so a lot has to be done. Your FSA President and Grievance Chairs have set this updating as a priority. We may never have a better opportunity to effectively confront such an enormous task. Afford us some patience, but be persistent.

### Grievances Ongoing

1. Policy grievance regarding failure to cluster Faculty work. The FSA put forward a policy grievance to the President citing the inconsistent application of Article 13.1(a). This article obliges UCFV to create Regular Part-time contracts greater than half-time (RPT>50%) wherever possible. The grievance will be heard on Sept. 28. The phrase "Wherever possible" will be interpreted. The FSA contends that this does not mean that these contracts will be created only when Deans choose to allocate sufficient funds.

2. Failure to cluster work: Article 13.1(a). This one (one of several recent grievances about this) is complicated because it arose in a department/program area where there is more than one program. To what extent should Part-time Instructors, especially those greater than half-time (RPT>50%), be given preference for work that exists in their department, but outside their usual program of instruction?

3. Failure to consider qualifications and seniority. A member approached the FSA after hearing that an SAC had recommended another candidate. Articles 4.1 and 4.2c allow members to insist that their applications are considered in a fair and thorough manner. The FSA argued that the member's experience serving in a higher capacity, and the member's

nearly completed education, had not been given adequate consideration by the SAC. Status of the grievance is not yet known.

4. Discipline improperly imposed. An unclear supervisory structure, combined with unclear roles for the supervisor and other workers led to a disciplinary action being taken by the supervisor, without proper process. Attempts at informal conflict resolution became confused with acts of formal discipline as listed in Article 16.3. Article 16.4 describes the process to be followed. Adherence to Article 16.4(c) would have provided the presence of FSA representation, which would have clarified the nature of the conflict and the nature of the disciplinary action. Resulting and pre-existing complications within the departments/programs make this grievance ongoing.

### Grievances Resolved

1. Failure to cluster work into RPT>50% contracts: Article 13.1(a). This grievance was upheld at Step One. A member who had an RPT >50% contract last year was given a 50% contract this year, although the work existed to provide him with more. The department had resolved not to create RTP>50% contracts. Departments/programs do not have the jurisdiction to set this type of policy.

2. Failure to cluster work into RPT>50% contracts: Article 13.1(a). A member who had 50% contract had been aware of an additional course she could teach, and had agreed verbally with the department to teach it. The course was then offered to a new employee as part of a package of courses. The grievor was deemed eligible to

teach the course and was awarded a RPT>50% contract.

3. SAC overturned, discipline invoked. This was a Staff grievance, but has great implications for Faculty as well. It is described in Bev's report and in *The Ex-Files* in this issue. A labour-management meeting will be held to determine the nature of the precedent that should have been created. Among the questions raised: What is the criterion for judging an evaluation to be unsatisfactory? Is this the same criterion to be used to reverse the decision of a SAC? What process is fair when the results of such an evaluation emerges after the SAC has made its recommendation?

**Selected questions raised, but not (yet?) brought to grievance. Feedback and opinions are especially welcome.**

1. Members have approached the FSA asking what jurisdiction do departments have to set policy regarding faculty members' use of common grading scales, the submission of professional development reports, and other professional duties. **Response:** The UCFV calendar outlines policy with regard to the use of grading scales; professional development obligations are governed by Article 24. UCFV (rather than individual departments) is responsible for ensuring that these policies are applied consistently and fairly across programs.

2. To what extent does the FSA represent a member who is negotiating his or her starting point on our pay scale? **Response:** Initial placement on scale is not grievable, according to Article 22.6.0 (d). The FSA will advise members about Management's usual practice.

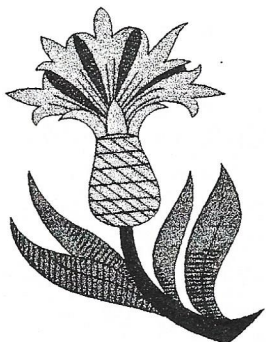
Members should also be aware that an offer of employment may be withdrawn if the candidate refuses to accept the terms of employment (including pay).

3. To what extent are practicum site instructors subject to the evaluations and criticisms of non-UCFV supervisors? Response: Only UCFV employees can act as evaluators of instructors. Feedback regarding professional practices from other professional colleagues constitutes informal, formative evaluation only.

4. Under what conditions are votes of confidence for heads to be held? Article 13.6(c) calls for evaluations at the end of the first year, and at the end of the term of the headship. These evaluations may include a vote to determine whether the head has the support of the department.

5. To what extent are instructors obliged to teach an imbalanced course load between semesters (for example, five sections in fall, three in winter)? Response: Past practice indicates that instructors only do this when they agree to do so, or prefer to do so. Article 20.2.1(a) provides for a normal load of eight sections across two semesters. In the case of lab instructors, the CA provides for a balanced workload normally, in Article 20.2.2(e).

-David Morosan



## Staff Grievance Chair Report

Hello everyone; welcome back.

With our new UCFV President finally arrived, 1998/99 should be an exciting year — the beginning of a new era. Having met with Skip Bassford several times during the summer, I feel very confident that the inevitable changes we will see over the coming academic year will be positive ones.

At the FSA retreat in June I suggested that since *Words & Vision* had been so well received within the membership this last academic year, and we were definitely on a roll, we should get an issue out as early as possible this semester. For my part I figured I would have all kinds of time to write in the summer, as July and August are usually very slow. Not so. The summer was just as busy, if not busier, than May and June, which have been, for the past three years anyway, the most hectic time for me as Staff Grievance Chair.

My theory is that Staff are just too busy during the fall and winter terms to bring their concerns to the union. But when things slow down a little at the end of April people have time to think about, and take action on, what has been concerning them during the year.

I realized, when giving my Grievance report to the FSA Executive at our August 26th meeting, that I had completely forgotten the violations of the Collective Agreement that had infuriated me at the June retreat. The many problems we dealt with

over the summer just drove all previously concerns from my mind.

So here it is September 1st and I am just now putting pen to paper. For me July and August of '98 will be remembered as the 'summer of grievances'. In fact, it was so bad that in Skip Bassford's first week here I presented him with a Step Two grievance — and a grievance at Step Two is getting pretty serious. The problems we dealt with over the summer were exacerbated by the fact that there was virtually no one here to handle a problem when it arose. Almost everybody, including the Deans, take their holidays at the same time. Even though we have doubled our size in the last few years we still seem to be under the illusion that during the summer everything at UCFV comes to a grinding halt. This just isn't true; ask the Records and Registration people and they'll tell you there is no such thing as a slow time of year anymore. The business of UCFV does carry on in the summer; in fact, during June, July and the first half of August, close to thirty Selection Advisory Committees had to be formed, and, believe me, this was no easy task. With almost everyone away many of the SAC participants had to be appointed by the Union or even worse, had to come in while they were on their annual vacation.

Grievances, which are never pleasant for the grievor at any time, are made much more difficult when the Deans are unavailable. Skip was here all of July and August, but grievances at the informal and First Step are supposed to be handled by the Dean of the area in question. Kim, David and I met with Skip during his first week at UCFV, and he was already aware of the 'lack of personnel during summer' problem.

The grievances we handled this summer were varied, the most serious being over a Dean's interpretation of an employee's evaluation, and the subsequent discipline of that employee. The Dean placed the employee, who had been an 'A' for two years, on a six month trial period. As well, the Dean overruled an SAC's recommendation to promote the employee. This grievance was particularly difficult to deal with because the employee was absolutely devastated by the whole procedure, starting from some of the comments made about him on his evaluation, to the Dean's reaction, to the fact that the grievance actually had to go to Step Two. Indeed, even though the grievance was partially successful, the employee resigned.

As with most grievances, this one was a symptom of much larger issues, the first being how and when evaluations are done — 'when' is clearly stated in the CA but rarely adhered to. The second major issue is UCFV's lack of a standard for interpreting Staff evaluations. Because this grievance was presented to Skip, he is fully aware of the problems to do with evaluations, both for Staff and Faculty. A third important issue coming out of this and another grievance dealt with over the summer is the fact that we do not have guidelines, in the CA or anywhere else for that matter, for Deans when they are deciding to accept or deny the recommendation of a SAC (please see David's article ) Two other issues, resulting from the second grievance I mentioned, are our members' lack of understanding of their role on an SAC, and our members' lack of understanding of their own responsibilities when applying for internal positions. All of the above mentioned issues will be dealt with over the next few months.

We also have had, or are in the process of having, several job description grievances. This is new territory for UCFV staff. To my knowledge job descriptions have not been grieved in the past. For the most part the resolution we are seeking is that an FSA member from JCAC sit down with the grievor and explain why his/her job description got a particular rating compared to similar job descriptions. I will report the outcome of these grievances in a future issue.

I wonder why it is that as I sat down to write this report the very annoying and over-used quip 'Are we having fun yet?' came to mind. I guess it's because neither Kim, David nor I got much of a holiday this summer as we were so busy with FSA business (snivel, whine, snivel). However, that's just part of the job, and I meant what I said at the outset — I'm expecting the changes we see over the next year or so to be positive. So, onward and upward, as they also say.

-Bev Lowen

## Occupational Health & Safety Report

Since this is the first report of the year, there is no new business as such. Instead I will provide a quick review of the role of OH&S for newcomers.

According to WCB regulations, "the duties of the occupational health and safety committee are to assist in creating a safe place of work, to recommend actions which will improve the effectiveness of the ... program and to promote compliance with the regulations".

We can only do this with your help. If you notice an unsafe work area anywhere, an unsafe work practice, or if you just aren't sure and want it checked out, give me a call at 4524 or send an e-mail.

While we hope for no workplace accidents, they do happen on a fairly frequent basis. That's why we are required to have qualified first aid attendants on all campuses. The problem we have is getting people willing to take the training. If anyone is interested in more information on becoming an attendant (you do get more money), please drop me a line and I'll answer any questions you may have.

That's all for this month.

-Colleen Olund

## Human Rights Committee Report

I just got an e-mail from the interim chairperson of CEIA's Human Rights Committee, Betty Mosher. She wants to remind us that 1998 is the 50<sup>th</sup> anniversary of the Universal Declaration of Human Rights. In recognition, Amnesty International began a campaign to collect pledges in support of this important declaration.

Anyone wishing to add their pledge can send an e-mail to [udhr50th@amnesty.org.au](mailto:udhr50th@amnesty.org.au). Put your name in Subject, and the following text in the message: "I support the rights and freedoms in the Universal Declaration of Human Rights for all people everywhere." Our campus Amnesty group may have plans for celebration as well.

Since my return to work I have also had the pleasure of spending a few minutes with our new President. I initiated this visit partly because I realized that Skip and I had attended Reed College together for three years, 1960-1963. Unfortunately, after peering at each other carefully neither of us could recollect the other. Nevertheless, we discovered shortly that we have lots of common interests. I left the brief meeting feeling that Skip will not only follow the activities of our Human Rights committee with more than passing interest, but will also be demonstrating his commitment as opportunities arise

I have also contacted Maggie Ross. She has put together a couple of training sessions for the advisor network that supports the work of the Human Rights and Conflict Resolution Office. As a Shop Steward, as well as local HR Chairperson, I expect to find this training very useful. If anyone is interested in becoming an advisor please contact Maggie at local 4660.

Finally, I look forward to another year as Chairperson. I hear that people are ready to tackle some touchy issues. The Committee is eager to be involved in some transformative experiences. Come to a committee meeting and let us know about issues and actions you would like to be involved in. We meet at noon every third Thursday in Abbotsford, Room D207.

-Ellen Dixon



## Status of Non-regular Employees Committee Report

The Status of Non-regular Employees Committee would like to welcome all new employees to UCFV.

Orientation for new employees should include placing yourself in the employment structure of the institution. We urge you to clearly define your employment status to avoid any misunderstandings (yours and others) about your rights and responsibilities at the University College. To that end, a thumbnail sketch of that structure might be useful here.

### Regular Employees

Both faculty and staff employees are in the same bargaining unit or union: UCFV's Faculty and Staff Association. Of these, the majority are regular full-time faculty (type B employees) and staff (type A employees); these employees have on-going employment. The institution's level of commitment to full-time regulars is high, and the rights and responsibilities outlined in the Collective Agreement between employees and the UCFV Board (the employer) reflects that commitment. UCFV also employs a number of part-time regulars and, while they may not have full-time employment, their jobs are on-going.

### Non-regular Employees

Alongside the regular on-going faculty and staff employees are a sizable number of faculty and staff

who are employed on a contract basis — that is, those whose contracted term of employment is limited by a specific length of time, typically less than one year. These non-regular employees (also confusingly referred to as 'Regular Part Timers' — 'RPTs') include auxiliary staff, sessional instructors, and the like. In terms of employment rights and responsibilities, non-regulars are themselves divided between those who have over 50% employment and those who work half-time or less.

The Collective Agreement offers over 50% non-regulars more rights and opportunities for further employment than below 50% non-regulars. Thus, while UCFV prides itself for having a strong sense of community and formally promotes its 'flat' personnel structure, in reality employees exist within hierarchical ranks. It is in your interest to define your status within the University College.

### The Status of Non-regular Employees Committee

The Status of Non-regular Employees Committee exists to represent the issues/needs of non-regular employees at UCFV and, in particular, to carry those concerns to your Faculty and Staff Association Executive. We also act as an information body and advocate for individual non-regulars. We believe that the organization of non-regulars is necessary to improve the status of contract employees at UCFV. The Committee is an open, voluntary body; we encourage any non-regular employee to join. In keeping with our non-regular status, the non-regular committee has, so far, met irregularly. However, efforts will be made in September to nail down regular monthly meeting times. I

will notify you about these dates soon.

### Non-regular Issues

Since formation of the Non-regular Committee about a year ago, it has concerned itself with a number of important issues, but three stand out:

- ☛ Regularization
- ☛ Access and distribution of available work
- ☛ Access to benefits

Regularization of non-regular faculty (the creation of a fair and accessible process for contract instructors to become regulars within their departments) has long been an issue within Colleges and University Colleges in BC. Because of this, the Province-wide negotiations now in process include a proposal from college locals to strengthen the regularization process in all CIEA affiliated institutions. UCFV's existing regularization process is not a strong one: because it seeks only to convert the position rather than the person, the three year process can be used to supplant an existing non-regular. Our local non-regular committee has continued to field a number of concerns about regularization while these provincial negotiations have continued.

Finding a method to allow fair access and distribution of available work has been a crucial local non-regular issue. In particular, problems concerning distribution of sessional contracts for non-regular instructors have ignited conflict within departments and between non-regular instructors. Over the last year, the non-regular committee has helped to formulate a system of work allocation that will become part of the Collective Agreement through local negotiations with management.

UCFV has a good benefits package and is currently attempting to strengthen its professional development and scholarship opportunities for all employees. The non-regular committee recognizes that professional development is crucial to a non-regular's chance for further employment and increased opportunities within the University College. The committee has specifically asked that non-regulars have access to education leaves to improve their stock within departments; such changes would allow non-regulars to better compete for their own positions under the current regularization process.

If you are interested in contributing to the non-regular committee or have any questions regarding your status at UCFV, or if you simply want to connect with someone in the same boat as you, please give us a call:

- Robin Anderson, 4282  
Non-regular Employee Rep

- Chris Leach, 4708  
History Department



## ESL Cutbacks

UCFV's English as a Second Language (ESL) Department is one of the most complicated of any of our instructional areas, both in the way that the department is funded, and in the number of employees and the variety of contracts they hold. With funding that comes from the base budget, from the purchase of sections from Human Resources Development Canada (HRDC), and from International Education revenue, the ESL Department runs on a combination of full- and part-time B contract (permanent) Faculty, full-time A contract Staff, and a host of temporary Faculty and Staff on a variety of regular part-time (RPT) contracts.

Abruptly in the middle of August, HRDC informed the ESL Department that it would not be purchasing any sections of ESL courses this fall. (Last year, HRDC sponsored sections to the tune of over \$200,000). While we all knew that HRDC was in the process of removing itself from direct sponsorship of training and education, we thought that the changes would not affect us until the summer of 1999.

Add to this the Asian economic crisis, which is still sending its reverberations around the world. Here at UCFV, our International Education Department is experiencing a noticeable drop in enrollments, and therefore decreased revenues along with a decreased need for ESL seats. This has created a double whammy effect on the ESL Department, which has now lost a significant amount of soft money. As a result, the department underwent a last minute re-jigging of the timetable, trying to determine

what work was available, and who should do it. For a week or two in late August, the situation looked grim.

Fortunately, at the last minute International Education brought in more students than had previously been expected. As of press time, the jobs of permanent employees (A and B contract holders) are secure. And although for a while it appeared as though most of ESL's temporary Faculty and Staff would not have any work this year, it now seems that a little work has been found for some, though not all, at least for this semester. The FSA, through the Shop Stewards, will be attempting to contact each of the employees affected by this work reduction, to advise them of their rights and to provide whatever assistance we can.

All of us, myself included, breathe a sigh of relief when we hear that layoffs have been avoided. But we should be equally happy that some of our non-regular (those on temporary contracts) Faculty and Staff from the ESL department still have work with UCFV, and we should be concerned and saddened that some will not. Whenever there are budget cutbacks, it is the non-regular employees who feel the effects first.

With the increasing trend for post-secondary institutions to seek out soft money contracts to provide revenue and expand programming, we will be facing many more situations like that being experienced by the ESL Department right now. By definition, soft money is less stable than base budget funding, and contracts from funders tend to be for periods of one year at the maximum. This will present real challenges for UCFV and for the FSA. The FSA wants to see all work clustered into significant positions that eventually lead to permanent contracts and job security

for our members. The argument has been made that positions funded from contracts should not be permanent, that the individuals who hold them should remain on temporary contracts to allow for the flexibility required when the funding stops. (It is cheaper and much easier for an employer simply to not renew a person's contract than to lay him/her off.) However, individuals who have permanent contracts are in a much stronger position in the case of layoffs, because they are entitled to severance pay and they have access to bumping rights. Employers tend to work harder to avoid layoffs than they do to ensure that employment contracts are renewed. For these reasons, the FSA wants its members to have contracts that reflect the work they do, not the source of funding for their positions.

With both private and public educational institutions trying to expand budgets with soft money, we face the pressure to be competitive. I have been told that the wages we have negotiated for all of our Faculty, which include ESL instructors, prevent UCFV from being able to compete with private trainers who pay their instructors significantly less to offer the same training. With funders looking for the most cost-effective way to deliver services, this may leave UCFV at a disadvantage when competing for funding contracts. Increasingly, unions that represent Faculty and Support Staff will face pressures to go to a two-tier system, where instructors and staff whose jobs are funded from the base budget are paid according to one standard, and those whose jobs are funded from non-base contracts are paid something less for doing the same job. This is a difficult dilemma: if the FSA insists

that everyone is paid the same rate, then UCFV may not be successful in bringing in funding contracts and some of our members will be without work. On the other hand, it goes against principles of equity and fairness to have different rates of pay for the same work, and negotiating lower wages for one category of our membership could lead to the pressure for lower wages across the system.

These are issues that the FSA will be grappling with over the next years. In the meantime, we will be doing our best for our members affected in the ESL Department.

-Kim Isaac

## Do You Know Who (or What) You Are?

Are you an 'A', a 'B', or could you be an 'RPT'?

UCFV issues a variety of categories of employment contracts. It's extremely important that you understand what kind of contract you have with UCFV, because your entitlements to various protections of the Collective Agreement (CA) depend on this contract. Here are some of these employment categories:

**A Contract:** Permanent contract issued to a Staff employee. May be full- or part-time.

**B Contract:** Permanent contract issued to a Faculty employee. May be full- or part-time.

**Regular Part-Time (RPT):** This category applies to both Faculty and Staff, and covers almost all temporary contracts whether part-time or full-time. If you have

a greater-than-50% RPT contract (RPT >50%), you have more rights under the CA than if you have a less-than-or-equal-to-50% contract (RPT ≤ 50%).

**Sessional Employee:** An employee, usually Faculty, who instructs one course in one semester, and does not teach again for the next two semesters. If you teach two courses or more in one semester, or if you teach a course in each of two different semesters in the same academic year, you become an RPT. Sessionals have fewer entitlements than RPTs.

**Auxiliary Employee:** A category created to recognize emergency situations when supervisors must bring in someone, usually Staff, without being able to go through proper hiring procedures. Very few people fit into this category. *If you've been working for UCFV for more than 140 hours, you are no longer an Auxiliary Employee.* Contact the FSA for advice and assistance if you fit into this classification.

**Student Employee:** The FSA and UCFV have agreed that students may perform 12,000 hours of labour annually for the University College. Student workers are not members of the FSA and are not protected by the CA. However — sometimes students apply for and succeed in getting RPT positions, and then they are covered.

Recognize yourself? The above is an oversimplification and does not address variables such as probation periods which can also affect your entitlement to rights. Whether you were hired by a selection committee, or simply appointed to your position by your supervisor, will also affect your entitlements.

If you would like some assistance in determining who you are — at least

in terms of your work life — please contact the FSA at locals 4530 or 4475, and someone will be assigned to help you.

-Kim Isaac

## The Ex-Files: Cases Solved, but Unresolved

Here is a new column intended to provoke thought and discussion among the membership about grievance work. These are cases that have gone through the grievance process provided by Article 7, but which leave some unresolved issues remaining. These cases are presented in enough detail to tell a meaningful version of events, without identifying the specific parties. In cases where a grievor involved is still a member of the FSA, we will consult with them when writing the story and will gain their support to print it.

### Promotion Turns into Disciplinary Action

#### The Case

A Staff position was posted, and an SAC met to consider several candidates, including an internal candidate who considered the job a promotion. The SAC recommended this internal candidate to the Dean. In the few days between the recommendation and the Dean's decision, the internal candidate's first evaluation was presented to the Dean. The Dean announced that the evaluation was unsatisfactory, and so overturned the SAC decision. Further, he placed the employee on a Trial Period, in accordance with

Article 14.2(b). This article allows a Dean to place an employee on a Trial Period for three to six months if there is a "cause for concern about an employee's performance." This period is then used to determine if there is "cause for termination," or whether the employee should return to "continuing appointment without term."

The Dean also announced his intention to appoint an outside candidate to the vacant position.

#### The Grievance

Since SACs are "advisory," the Dean does have the power to override the decision of the SAC. However, according to Article 4.2(c), Management is obliged to have a reason for doing so, and to ensure that this action is not arbitrary, discriminatory, capricious, or unreasonable.

The FSA was able to grieve the decision as arbitrary and capricious on two counts. First, the FSA felt that the evaluation itself was within the range of satisfactory outcomes, based on past practice. Secondly, the evaluation was the first one performed on the employee, even though he had been employed for well over a year. Article 15.3 provides for an employee to be evaluated once a year, and for new employees to be evaluated within six months of beginning work. If this employee had been evaluated prior to the eve of his promotion, he would have had a chance to address weaknesses in his performance without losing a promotion. Article 15.1(a) cites this type of employee development as one of two purposes UCFV has for evaluation.

At Step One, the Dean denied the grievance, citing a few selected

negative comments on the evaluation forms. He also stated that the "average" response on some of the objective questions was lower than the standard that had become usual for judging faculty evaluations.

The FSA appealed at Step Two to our new President shortly after he arrived. When we received his decision, it was both disappointing and encouraging. In essence, he decided that the evaluation was not so poor that the employee should be put on a Trial Period, but not good enough to uphold the SAC's decision. However, the decision was a carefully written, three-page review of the case. It first confirmed the specific nature of the problem in dispute; it then reviewed the arguments the Dean and the FSA had presented to him, including references to the Collective Agreement. Third, it reviewed the evidence that he considered relevant to the case. Finally, his decision was clear, and was based on the arguments and evidence he cited in the same decision document. In short, the document was a careful record designed to be used constructively by the disputants. We hope that this case has set a new standard for the way disputes are processed here at UCFV.

At this point in time, something happened that often happens when good employees are made to feel that they are not valued by their employer: the employee found another job and resigned from UCFV. Rather than appeal the case to Step Three of the grievance process, we indicated that we wished to engage in other types of discussions about the unresolved issues.

#### Issues Highlighted

1. What is the standard by which a Staff evaluation should be judged satisfactory? Quantifiable standards

don't exist for Staff. The FSA argued that the evaluation documents and process are too different from Faculty evaluations to use them as a standard. A related issue: How much weight should a small set of negative comments be given?

2. Should the FSA accept that an evaluation might be considered satisfactory, and at the same time so weak that it overturns an SAC decision to hire? We have never had these different gradations of 'satisfactory' at UCFV. This calls into question the whole meaning of 'satisfactory'.

3. Shouldn't UCFV's failure to evaluate this employee earlier be taken as indication that his performance was satisfactory? Article 15.2(d) explicitly states exactly this.

4. How should the unreturned evaluation forms be interpreted? The form itself indicates to potential evaluators that non-responses will be considered as 'satisfactory' evaluations. They were not so considered in this case. How can the FSA ensure that these evaluations are interpreted fairly?

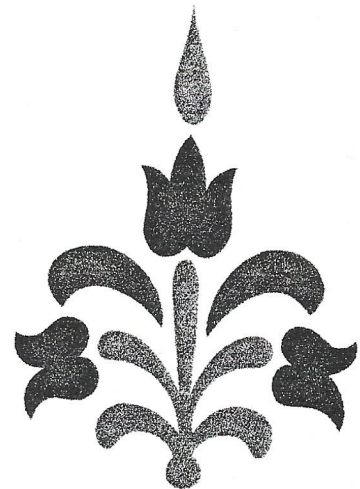
#### What Now?

Given the ambiguity regarding Staff evaluations, how should the FSA work to provide a fair system of evaluations? Should we counsel our members not to participate in the current system? Should we negotiate a system of formative evaluations (informal, ungraded performance feedback) to replace the current system?

There is a positive outcome here already. The FSA has been promised an opportunity to review

these issues with Management. The clarity of documentation and process in this case to this point indicates that the grievance will result in some clear discussion and outcomes which will be shared with FSA members in future newsletters.

-David Morosan



## Notes & Notices

*(Ed.: To start, here are three recent memos about Peter Jones teaching.)*

TO: Noel Hall, Chair, UCFV  
FROM: Kim Isaac, President, FSA  
DATE: May 8, 1998  
RE: Peter Jones' Teaching Duties  
(Ongoing Negotiations)

The Faculty and Staff Association would like to continue discussions which began late in 1997 regarding the role that Peter Jones wishes to play as an instructor at UCFV. In response to your letter of 4 November 1997 which outlined the Board's view of the teaching position that Dr. Jones would hold, I sent a response to you on December 2 which agreed with your proposal in principle, but which

outlined a number of areas of concern. I believe that we both intended to continue discussions that would address these concerns and work out the details of the arrangement, but in the interim, Dr. Jones had applied for a position at the Open Learning Agency, and this put our discussion on hold.

Recently it has become apparent that Dr. Jones does intend to follow through with his original goal of taking up a teaching position here, and the FSA office has had a series of inquiries and (at times heated) complaints concerning rumors about the role and duties that he may take here next year. Among these concerns are rumours that he will teach sections of courses already offered here at UCFV, and that he will perform other non-teaching faculty duties normally performed by bargaining unit employees (such as duties ranging widely from library purchasing to voting on department matters). Perhaps the most irritating and divisive rumour thus far is that he will become involved in interdisciplinary studies (IDS) initiatives which have previously been proposed, and in some cases performed, by our existing faculty until they were cut back when Dr. Jones was president. Unfortunately, this rumour has gained momentum through a document on IDS authored by Dr. Jones that was forwarded to the Arts Curriculum Committee.

We have responded to these complaints from our members as we are to you now. We assume that the Board will negotiate any additions to Dr. Jones' duties such as, and including, those involved in the speculations cited above. The FSA continues to have a duty to protect the work of our members and to grieve the outsourcing of their duties.

Therefore, I would like to request that we resume discussions on these issues, so that the FSA will soon be in a position to assure our membership that having Dr. Jones as a colleague will not conflict with their own career aspirations or duties.

cc: - Dick Bate  
- Don Tunstall/Eric Davis  
- Barry Bompas

TO: Kim Isaac  
FROM: Noel Hall  
DATE: May 27, 1998

The purpose of this memorandum is to respond to your May 8, 1998 memo concerning Peter Jones' teaching duties. Perhaps the best way to respond is to answer the questions you raised in paragraph two of your memo.

The sections Peter will teach are to be new to UCFV; in other words, in addition to what is offered normally by a department. They could be extra sections of existing offerings or new courses that have been offered. As for other duties, I anticipate that the Board may ask Peter to assist in areas where the Board might want his insight or experience in helping make representation to Government agencies and the Ministry. However, in any case he will not be asked to perform duties normally performed by bargaining unit employees.

To help ensure that the FSA Executive is comfortable with any and all duties Peter may be asked to do, we will keep you informed by asking either Dr. Bassford or Barry

Bompas to review any extra duties with you prior to their commencement.

Therefore, issues such as library purchasing, interdisciplinary studies or voting at department meetings, etc., would be reviewed by the executive and approved as appropriate work before UCFV asked Peter to be involved.

I hope this memorandum settles any misunderstandings and sets in place a process that will allow the FSA and Peter to feel comfortable in his new role.

Should you still wish to meet and go over any other concerns or require clarification, I would be happy to do so.

cc: - Dick Bate  
- Don Tunstall/Eric Davis  
- Barry Bompas

TO: Noel Hall, Chair, UCFV Board  
FROM: Kim Isaac, President, FSA  
DATE: 29 May 1998  
RE: Peter Jones' Teaching Duties

Thank you for your memo of May 27<sup>th</sup> in which you clarify the teaching duties that have been assigned to Peter Jones for the coming year. The process you suggest for securing the FSA Executive's approval of any additional duties that might be given to Peter was endorsed by the Executive at our most recent meeting.

The Executive will want to monitor teaching and other work assignments in coming academic years, and we now feel reassured

that there is a process in place to follow these ongoing discussions.

We appreciate your cooperation in ensuring that this arrangement is beneficial to all individuals and departments concerned.

cc: - Dick Bate  
- Don Tunstall  
- Barry Bompas

TO: Presidents' Council  
FROM: Ed Lavalle, Pres. CIEA  
DATE: June 26 1998  
RE: **Bill 38, Pension Statues Amendment Act (No. 2), 1998**  
re: Same Sex Spousal Benefits

The Pension (College) Act, S.1(1) has been amended as follows to alter the definition of spouse to allow a survivor benefit for a same-sex spouse: "spouse" means, in relation to another person,

- a) if there is no person to whom (b) or (c) applies, a person who at the relevant time was married to that other person,
- b) a person who lived with that other person as husband or wife for the 2-year period immediately preceding the relevant time, or
- c) a person of the same gender who lived in a marriage-like relationship with that other person for the 2-year period immediately preceding the relevant time;

There are a number of consequential amendments, including provision to establish [26 (95)] an off-side arrangement to provide same sex spousal benefits. This provision will no longer be necessary once the *Income Tax Act* confers the necessary

recognition, a responsibility of the Federal Government.

Similar action was taken with respect to the other public Pension plans.



### Message from Shop Stewards

The FSA now has a fledgling group of Shop Stewards, trained and eager to be of service to you, the members, but we need more! More volunteers to join us so that we can represent all areas of the college. There is a full spectrum of duties that you can choose from, ranging from just coming to one meeting a month and generally being available to people in your area, all the way to holding occasional meetings to hear concerns in your area and helping our the grievance chairs with some of their tasks. The two grievance chairs, Bev Lowen (Staff) and David Morosan (Faculty), were worked really hard last year, and

they anticipate this year will be just as busy, so it's important to have an active group of Shop Stewards to share the labour.

The main job of a Shop Steward is to be part of the communications channel between the members and the FSA Executive. They listen to people's complaints and concerns and then direct them to the appropriate person to talk to. Communication can also go the other way, as members can get information about what is happening in the FSA from their Shop Stewards. They also help members to understand and interpret the collective agreement. It's really a grass-roots kind of job that can be kind of pleasant; if things start to get nasty you just turn it over to the grievance chair who will handle the dirty work.

We welcome all those who are interested, but particularly we need volunteers in the following areas: Health Sciences, Agriculture, Arts, Applied Programs, Sciences, Bookstore, Daycare, International Ed., Off-campus Centres, and Student Services.

If you're willing to volunteer, please call Bev or David. You're also welcome to come to our first meeting on Wednesday, September 23<sup>rd</sup> at 3:00 pm (check with Fenella for the Room number).

- Lesley Wood

